



Administrative Offices
580 Walnut Street
Cincinnati, OH 45202
513.369.5000 ph

TAU 9501 (Ed. 11 97)

Policy No. SBE 0-33-26-36 - 02
Renewal Of TUE 0-33-26-36 - 01

EXCESS LIABILITY POLICY DECLARATIONS**ITEM 1. NAMED INSURED AND MAILING ADDRESS:**

CLEANSAPES, INC.
5939 4TH AVENUE S.
SEATTLE, WA 98108

ITEM 2. POLICY PERIOD:

12:01 A.M. Standard Time at the
mailing address of the Named
Insured shown at left.
From 03/30/2011 To 03/30/2012

**IN RETURN FOR PAYMENT OF THE PREMIUM,
AND SUBJECT TO ALL TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE
THE INSURANCE AS STATED IN THIS
POLICY.**

AGENT'S NAME AND ADDRESS:

SWETT & CRAWFORD
720 OLIVE WAY, 18TH FLOOR
SEATTLE, WA 98101

Insurance is Afforded by Company indicated below:
GREAT AMERICAN INSURANCE COMPANY
(A capital stock corporation)

ITEM 3. POLICY PREMIUM:

\$ 51,250.

POLICY MINIMUM PREMIUM:

\$ 12,813.

PREMIUM BASIS: (X) Flat () Auditable

ITEM 4. LIMITS OF INSURANCE:

The Company's Liability under this policy will not exceed the
following limit: 100 percent of "loss" excess of Underlying
Insurance stated in **Item 5.** of the Declarations, but for no
greater than:

\$ 15,000,000. Each Occurrence

\$ 15,000,000. Aggregate Limit (where applicable)

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

Service Charge \$1,400.00

First Underlying Insurance Policy
Insurer, Policy No., Policy Period
STARR INDEMNITY
POLICY: T.B.D. - 3/30/11-3/30/12

Applicable Limit

\$ 5,000,000. Each Occurrence

\$ 5,000,000. Aggregate Limit
(where applicable)

**Other Underlying Insurance (Excess
of First Underlying Insurance Policy)**
N/A

Applicable Limit

\$ N/A Each Occurrence

\$ N/A Aggregate Limit
(where applicable)

ITEM 6. FORMS AND ENDORSEMENTS applicable to all Coverage Forms and made part
of this policy at time of issue are listed on the attached Forms and
Endorsements Schedule, TAU 9997 (Ed. 11/97).

Countersigned _____ By _____
Date _____ Authorized Representative _____



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TAU 9997 (Ed. 11 97)

EXCESS LIABILITY POLICY**FORMS AND ENDORSEMENTS SCHEDULE**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

| | | | Date Added* or Date Deleted | | |
|-----|------------------|-------|-----------------------------------|--|-------------------------------------|
| | Form and Edition | | ST | | Form Description |
| 1. | TAU9501 | 11/97 | WA | | EXCESS LIABILITY POLICY DECLARATION |
| 2. | TAU9997 | 11/97 | WA | | EXCESS LIABILITY F&E SCHEDULE |
| 3. | TAU9500 | 11/97 | WA | | EXCESS LIABILITY POLICY |
| 4. | TAU9516 | 11/97 | WA | | CARE/CUST/CNTRL EXCL-REAL/PERS PROP |
| 5. | TAU9519 | 11/97 | WA | | CROSS SUITS EXCLUSION |
| 6. | TAU9539 | 11/97 | WA | | LEAD LIABILITY EXCLUSION |
| 7. | TAU9546 | 11/97 | WA | | OCCUPATIONAL DISEASE EXCLUSION |
| 8. | TAU9553 | 09/98 | WA | | POLLUTION EXCLUSION - TOTAL |
| 9. | TAU9568 | 11/97 | WA | | PROFESSIONAL LIA EXCL |
| 10. | TAU9628 | 01/98 | WA | | WA CHANGES-CANCELLATION/NONRENEWAL |
| 11. | GAI6473 | 01/08 | WA | | DISC PURSUANT TERR RISK ACT REJECTN |
| 12. | GAI6455 | 01/08 | WA | | EXCL CERTIFIED ACTS OF TERRORISM |
| 13. | GAI6650 | 03/03 | WA | | WAR LIABILITY EXCLUSION |
| 14. | TAU9999 | 11/97 | WA | | GENERAL ENDORSEMENT |
| 15. | TAU9999 | 11/97 | WA | | GENERAL ENDORSEMENT |
| 16. | TAU9999 | 11/97 | WA | | GENERAL ENDORSEMENT |
| 17. | TAU9999 | 11/97 | WA | | GENERAL ENDORSEMENT |
| 18. | TAU9999 | 11/97 | WA | | GENERAL ENDORSEMENT |
| 19. | TAU9999 | 11/97 | WA | | GENERAL ENDORSEMENT |
| 20. | | | | | |
| 21. | | | | | |
| 22. | | | | | |

*If not at inception



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EXCESS LIABILITY POLICY

There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Words and phrases in quotation marks have special meaning and can be found in the **Definitions** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the Insured "loss" in excess of the Underlying Limits of Insurance shown in Item 5. of the Declarations, but only up to an amount not exceeding the Company's Limits of Insurance as shown in Item 4. of the Declarations. Except for the terms, conditions, definitions and exclusions of this policy, the coverage provided by this policy will follow the First Underlying Insurance Policy, as shown in Item 5. of the Declarations.

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's Limits of Insurance beyond that set forth in Item 4. of the Declarations.

We will be furnished a complete copy of the First Underlying Insurance Policy described in Item 5. of the Declarations.

II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:

1. Insureds;
2. claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. This policy applies only in excess of the Underlying Limits of Insurance shown in Item 5. of the Declarations.
2. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the First Underlying Insurance Policy. The aggregate limit applies separately and in the same manner as the aggregate limits provided by the First Underlying Insurance Policy.
3. Subject to **B.2.**, the occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.
4. Subject to Paragraphs **B.2.** and **B.3.** above, if the underlying Limits of Insurance stated in Item 5. of the Declarations are reduced or exhausted solely by payment of "loss," such insurance provided by this policy will apply in excess of the reduced Underlying Limits or, if all Underlying Limits are exhausted, will apply as underlying insurance subject to the same terms, conditions, definitions and exclusions of the First Underlying Insurance Policy, except for the terms, conditions, definitions and exclusions of this policy.
5. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining pe-

riod of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. DEFENSE

- A. We will not be required to assume charge of the investigation of any claim or defense of any suit against you.
- B. We will have the right, but not the duty, to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability on us for "loss" under this policy. If we exercise such right, we will do so at our own expense.
- C. If all Underlying Limits of Insurance stated in Item 5. of the Declarations are exhausted solely by payment of "loss," we shall have the right but not the duty to investigate and settle any claim or assume the defense of any suit which in our opinion may give rise to a "loss" under this policy. Such investigation or defense shall be at our own expense. We may, however, withdraw from the defense of such suit and tender the continued defense to you if our applicable Limits of Insurance stated in Item 4. of the Declarations are exhausted by payment of "loss."

IV. EXCLUSIONS

This policy does not apply to:

- A. Any "loss," including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants arising out of or related in any way, either directly or indirectly, to:
 - 1. asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust, including, but not limited to, manufacture, mining, use, sale, installation, removal, or distribution activities;

- 2. exposure to testing for, monitoring of, cleaning up, removing, containing or treating of asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust; or
- 3. any obligation to investigate, settle or defend, or indemnify any person against any claim or suit arising out of, or related in any way, either directly or indirectly, to asbestos, asbestos products, asbestos-containing materials or products, asbestos fibers or asbestos dust.

B. Any "loss":

- 1. with respect to which any Insured under this policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its Limit of Insurance; or
- 2. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - a. a person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - b. any Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

Any injury or "nuclear property damage" resulting from the "hazardous properties" of "nuclear material", if:

- 1. the "nuclear material"
 - a. is at any "nuclear facility" owned by, or operated by or on behalf of, any Insured; or

- b. has been discharged or dispersed therefrom;
- 2. the "nuclear material" is contained in "spent fuel" or "nuclear waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any Insured; or
- 3. the injury or "nuclear property damage" arises out of the furnishing by any Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **B.3.** applies only to "nuclear property damage" to such "nuclear facility" and any property therein.

As used in this exclusion:

- 1. "Hazardous properties" include radioactive, toxic or explosive properties.
- 2. "Nuclear facility" means:
 - a. any "nuclear reactor";
 - b. any equipment or device designed or used for:
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing "spent fuel," or
 - (3) handling, processing or packaging "nuclear waste";
 - c. any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium

or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "nuclear waste," and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- 3. "Nuclear material" means "source material," "special nuclear material" or "by-product material."
- 4. "Nuclear property damage" includes all forms of radioactive contamination of property.
- 5. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 6. "Nuclear Waste" means any "nuclear waste" material:
 - a. containing "by-product material" other than the tailings of "nuclear wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and
 - b. resulting from the operation by any person or organization of any "nuclear facility" included within the definition of "nuclear facility" under Paragraph **C.2.a.** or **C.2.b.**
- 7. "Source material," "special nuclear material," and "by-product" material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- 8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

V. DEFINITIONS

"Loss" means those sums which you are legally obligated to pay as damages, after making proper deductions for all recoveries and salvage.

VI. CONDITIONS**A. Appeals**

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the Underlying Insurance, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II. of this policy.

B. Bankruptcy or Insolvency

The bankruptcy, insolvency or inability to pay of any Insured will not relieve us from our obligation to pay "loss" covered by this policy.

In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such underlying insurance, but will apply as if the underlying insurance was fully available and collectible.

C. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of nonpayment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than thirty (30) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Declarations will be sufficient to prove notice.

3. The policy period will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due you. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.
7. The first Named Insured in Item 1. of the Declarations will act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

D. Maintenance of Underlying Insurance

During the period of this policy, you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. That the Limits of Insurance of the policies listed in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of aggregate limits by payment of claims or suits for "loss" covered by Underlying Insurance.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

E. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an occurrence which may result in a "loss" covered under this policy. To the extent possible, notice will include:
 - a. how, when and where the occurrence took place;
 - b. the names and addresses of any injured persons and witnesses;
 - c. the nature and location of any injury or damage arising out of the occurrence.
2. If a claim or suit against any Insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.
3. You and any other involved Insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or suit; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

4. The Insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an Insured arranges for funding of legal liabilities.

G. Terms Conformed to Statute

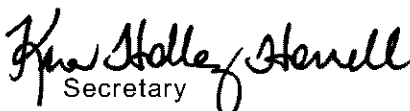
The terms of this Policy which are in conflict with the statutes of the state where this Policy is issued are amended to conform to such statutes. If we are prevented by law or statute from paying on behalf of the Insured, then we will, where permitted by law or statute, indemnify the Insured.

H. When "Loss" is Payable

Coverage under this policy will not apply unless and until the Insured or the Insured's underlying insurance has paid or is obligated to pay the full amount of the Underlying Limits of Insurance stated in Item 5. of the Declarations.

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the Insured the amount of "loss" covered under the terms of this policy.

In Witness Whereof, we have caused this policy to be executed and attested, but this policy will not be valid unless countersigned by one of our duly authorized representatives, where required by law.


Secretary


President



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TAU 9999
(Ed. 11/97)

GENERAL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT SUMMARY

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LISTED BELOW ARE THE TITLE AND NUMBER OF PAGES FOR EACH GENERAL ENDORSEMENT (TAU 9999 ED. 11 97) INCLUDED IN THIS POLICY AND LISTED IN THE FORMS AND ENDORSEMENTS SCHEDULE (TAU 9997 ED. 11 97):

1. ORGANIC PATHOGENS EXCLUSION - 1 PAGE
2. LANDFILLS OR DUMPSITES EXCLUSION - 1 PAGE
3. AGGREGATE LIMITATION ENDORSEMENT - 1 PAGE
4. SILICA OR RELATED DUST EXCLUSION - 1 PAGE
5. RADIOACTIVE MATTER EXCLUSION - 1 PAGE

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



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GENERAL ENDORSEMENT

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LANDFILLS OR DUMPSITES EXCLUSION =====

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV. - EXCLUSIONS:

ANY "LOSS" BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE OWNERSHIP, MAINTENANCE, OPERATION OR USE OF ANY LANDFILL, DUMPSITE OR SIMILAR PROPERTY.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



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GENERAL ENDORSEMENT

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ORGANIC PATHOGENS EXCLUSION =====

THE FOLLOWING IS ADDED TO SECTION IV-EXCLUSIONS:

ANY AND ALL LIABILITY FOR "LOSS" OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO SETTLEMENTS, JUDGMENTS, COSTS, CHARGES, EXPENSES, COSTS OF INVESTIGATIONS, OR THE FEES OF ATTORNEYS, EXPERTS, CONSULTANTS OR MEDICAL PERSONNEL, ARISING OUT OF, CAUSED BY, RESULTING FROM, CONTRIBUTED TO, AGGRAVATED BY, OR RELATED IN ANY WAY, EITHER DIRECTLY OR INDIRECTLY, AND EITHER IN WHOLE OR IN PART, TO:

1. ANY ACTUAL, ALLEGED OR THREATENED EXPOSURE TO, EXISTENCE OF, PRESENCE OF, INGESTION OF, INHALATION OF OR CONTACT WITH ANY "BIOLOGICAL AGENTS" WHETHER OR NOT OCCURRING ALONE, IN COMBINATION WITH, BEFORE, AFTER OR CONCURRENTLY WITH ANY OTHER CAUSE, CONTRIBUTING CONDITION OR CIRCUMSTANCE, OR AGGRAVATING FACTOR, WHETHER MANMADE, NATURAL, OR ANY COMBINATION OF MANMADE OR NATURAL.
2. ANY REQUEST, DEMAND, ORDER, REGULATORY OR STATUTORY REQUIREMENT THAT ANY INSURED OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN MAKE REPAIRS, TREAT, DECONTAMINATE, DETOXYFY, NEUTRALIZE, ABATE, OR IN ANY WAY RESPOND TO OR ASSESS ANY EFFECTS OF ANY "BIOLOGICAL AGENTS." THIS INCLUDES, BUT IS NOT LIMITED TO, ANY DEMAND, DIRECTIVE, COMPLAINT, SUIT, ORDER OR REQUEST BY ANY GOVERNMENTAL OR NONGOVERNMENTAL ENTITY OR BY ANY ORGANIZATION, PERSON OR GROUP OF PERSONS.
3. ANY CLAIM, PROCEEDING, STEPS TAKEN OR AMOUNTS INCURRED BY ANY GOVERNMENTAL OR NON-GOVERNMENTAL ENTITY OR BY ANY ORGANIZATION, PERSON OR GROUP OF PERSONS TO TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, REPAIR, TREAT, DECONTAMINATE, DETOXYFY, NEUTRALIZE, ABATE, OR IN ANY WAY RESPOND TO OR ASSESS ANY EFFECTS OF ANY "BIOLOGICAL AGENTS."

THIS EXCLUSION APPLIES REGARDLESS OF WHETHER OR NOT THE "BIOLOGICAL AGENTS" OR ANY OF THEIR EFFECTS, WERE SUDDEN, ACCIDENTAL, GRADUAL, INTENDED, EXPECTED, UNEXPECTED, PREVENTABLE, NOT PREVENTABLE, MANMADE, NATURALLY OCCURRING, OR ANY COMBINATION OF THE FOREGOING.

AS USED IN THIS EXCLUSION, "BIOLOGICAL AGENTS" MEANS ANY:

1. BACTERIA, MILDEW, MOLD OR OTHER FUNGI, OTHER MICROORGANISMS, MYCOTOXINS, SPORES OR OTHER BY-PRODUCTS OF ANY OF THE FOREGOING;
2. VIRUSES OR OTHER PATHOGENS (WHETHER OR NOT A MICROORGANISM); OR
3. COLONY OR GROUP OF ANY OF THE FOREGOING.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



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GENERAL ENDORSEMENT

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RADIOACTIVE MATTER EXCLUSION

=====

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV - EXCLUSIONS:

1. ANY "LOSS" ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CAUSED BY OR RELATED TO ANY ACTUAL, ALLEGED OR THREATENED EXPOSURE TO RADIOACTIVE MATTER OR ANY FORM OF RADIATION, REGARDLESS OF THE SOURCE OF RADIATION.
2. ANY "LOSS", COST, EXPENSE, LIABILITY OR OTHER TYPE OF OBLIGATION ARISING OUT OF OR RESULTING FROM, OR IN ANY WAY RELATED TO, ANY:
 - A. CLAIM, SUIT, REQUEST, DEMAND, DIRECTIVE, OR ORDER BY OR ON BEHALF OF ANY PERSON, ENTITY, OR GOVERNMENTAL AUTHORITY THAT ANY INSURED OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT, DETOXYFY, NEUTRALIZE, OR IN ANY WAY RESPOND TO OR ASSESS THE EFFECTS OF RADIOACTIVE MATTER OR ANY FORM OF RADIATION, REGARDLESS OF THE SOURCE OF RADIATION; OR
 - B. CLAIM OR SUIT BY OR ON BEHALF OF ANY PERSON, ENTITY, OR GOVERNMENTAL AUTHORITY FOR DAMAGES OR ANY OTHER RELIEF OR REMEDY BECAUSE OF TESTING FOR, MONITORING, CLEANING UP, REMOVING, CONTAINING, TREATING, DETOXYFYING, OR NEUTRALIZING, OR IN ANY WAY RESPONDING TO OR ASSESSING THE EFFECTS OF RADIOACTIVE MATTER OR ANY FORM OF RADIATION, REGARDLESS OF THE SOURCE OF RADIATION.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



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SILICA OR RELATED DUST EXCLUSION

=====

THE FOLLOWING EXCLUSION IS ADDED TO SECTION IV. - EXCLUSIONS:

ANY AND ALL LIABILITY OR "LOSS" OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, SETTLEMENTS, JUDGMENTS, COSTS, CHARGES, EXPENSES, COSTS OF INVESTIGATIONS, OR THE FEES OF ATTORNEYS, EXPERTS, CONSULTANTS OR MEDICAL PERSONNEL, ARISING OUT OF, CAUSED BY, RESULTING FROM, CONTRIBUTED TO, AGGRAVATED BY OR RELATED IN ANY WAY, EITHER DIRECTLY OR INDIRECTLY, AND EITHER IN WHOLE OR IN PART, TO:

1. ANY ACTUAL, ALLEGED OR THREATENED EXPOSURE TO, EXISTENCE OF, PRESENCE OF, INGESTION OF, INHALATION OF OR CONTACT WITH "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA," WHETHER OR NOT OCCURRING ALONE, IN COMBINATION WITH, BEFORE, AFTER, OR CONCURRENTLY WITH ANY OTHER CAUSE, CONTRIBUTING CONDITION OR CIRCUMSTANCE, OR AGGRAVATING FACTOR, WHETHER MANMADE, NATURAL, OR ANY COMBINATION OF MANMADE OR NATURAL.
2. ANY REQUEST, DEMAND, OR ORDER THAT ANY "INSURED" OR OTHERS TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, MAKE REPAIRS, TREAT, DECONTAMINATE, DETOXYFY, NEUTRALIZE, ABATE, OR IN ANY WAY RESPOND TO OR ASSESS ANY EFFECTS OF "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA." THIS INCLUDES, BUT IS NOT LIMITED TO, ANY DEMAND, DIRECTIVE, COMPLAINT, SUIT, ORDER OR REQUEST BY ANY GOVERNMENTAL OR NONGOVERNMENTAL ENTITY OR BY ANY ORGANIZATION, PERSON OR GROUP OF PERSONS.
3. STEPS TAKEN OR AMOUNTS INCURRED BY ANY GOVERNMENTAL OR NON-GOVERNMENTAL ENTITY OR BY ANY ORGANIZATION, PERSON OR GROUP OF PERSONS TO TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, REPAIR, TREAT, DECONTAMINATE, DETOXYFY, NEUTRALIZE, ABATE, OR IN ANY WAY RESPOND TO OR ASSESS ANY EFFECTS OF "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA."

THIS EXCLUSION APPLIES REGARDLESS OF WHETHER OR NOT THE "SILICA" OR DUST THAT INCLUDES OR CONTAINS "SILICA," OR ANY OF THEIR EFFECTS, WERE SUDDEN, ACCIDENTAL, GRADUAL, INTENDED, EXPECTED, UNEXPECTED, PREVENTABLE, NOT PREVENTABLE, MANMADE, NATURALLY OCCURRING, OR ANY COMBINATION OF THE FOREGOING.

AS USED IN THIS EXCLUSION:

"SILICA" MEANS SILICON DIOXIDE (SI02) IN ANY FORM, FROM ANY SOURCE.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



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GENERAL ENDORSEMENT

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AGGREGATE LIMITATION ENDORSEMENT

=====

SECTION II.B.2. IS DELETED IN ITS ENTIRETY AND REPLACED BY THE FOLLOWING:

2. THE AGGREGATE LIMIT SHOWN IN ITEM 4. OF THE DECLARATIONS IS THE MOST WE WILL PAY ON YOUR BEHALF FOR ALL "LOSS" THAT IS SUBJECT TO AN AGGREGATE LIMIT PROVIDED BY THE FIRST UNDERLYING INSURANCE POLICY.

THIS ENDORSEMENT DOES NOT CHANGE ANY OTHER PROVISION OF THE POLICY.



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(Ed. 11 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARE, CUSTODY OR CONTROL EXCLUSION - REAL OR PERSONAL PROPERTY

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "loss" for property damage to real or personal property in the care, custody or control of any Insured, or loaned to any Insured, or used, rented, or occupied by any Insured, or as to which any Insured is for any purpose exercising physical control.

This endorsement does not change any other provision of the policy.

TAU 9516 (Ed. 11/97) XS



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TAU 9519
(Ed. 11 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "loss" of any Insured covered under this policy to any other Insured covered under this policy.

This endorsement does not change any other provision of the policy.

TAU 9519 (Ed. 11/97) XS



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TAU 9539
(Ed. 11 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD LIABILITY EXCLUSION

The following exclusion is added to Section IV -
EXCLUSIONS:

1. any "loss" arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead, in any form and from any source; or
2. any "loss," cost, expense, liability or other type of obligation arising out of, resulting from, or in any way related to, any:
 - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any Insured or others test for, monitor, clean

up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead in any form from any source, or to any

- b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of lead in any form.

This endorsement does not change any other provision of the policy.



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TAU 9546
(Ed. 11 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCUPATIONAL DISEASE EXCLUSION

The following exclusion is added to Section IV -
EXCLUSIONS:

Any "loss" for or arising out of any "occupational disease" sustained by any employee of any Insured or any "leased worker" or "temporary worker."

As used in the endorsement:

1. "Occupational disease" is any abnormal condition or disorder, other than one resulting from an occupational injury, caused by a repetitive exposure to environmental factors associated with employment. It includes acute and chronic illnesses or diseases which may be caused by inhalation, absorption, ingestion or direct contact.

2. "Leased workers" are leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased workers" are not "temporary workers."

3. "Temporary workers" are persons furnished to you to substitute for permanent employees on leave or to meet seasonal or short-term workload conditions.

This endorsement does not change any other provision of the policy.



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TAU 9553
(Ed. 09 98)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION - TOTAL

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY

The following is added to Section **IV - EXCLUSIONS**:

This policy does not apply to any "loss," including but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of attorneys, experts, or consultants, arising out of or in any way related to:

1. The actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, or escape of "pollutants," however caused.
2. Any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants." This includes demands, directives, complaints, suits, orders or requests brought by any governmental entity or by any person or group of persons.

3. Steps taken or amounts incurred by a governmental unit or any other person or organization to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or assess the effects of "pollutants."

This exclusion will apply to any "loss," costs, charges, or expenses, or any judgments or settlements, arising directly or indirectly out of pollution whether or not the pollution was sudden, accidental, gradual, intended, expected, unexpected, preventable or not preventable.

As used in this exclusion "pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste material. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

This endorsement does not change any other provisions of the policy.



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TAU 9568
(Ed. 11 97)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

The following exclusion is added to Section **IV - EXCLUSIONS**:

Any "loss" for, caused by, arising out of, or in connection with the rendering of, manner of rendering or failure to render any professional service.

This endorsement does not change any other provision of the policy.

TAU 9568 (Ed. 11/97) XS



Administrative Offices
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GAI 6473
(Ed. 01 08)

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**DISCLOSURE PURSUANT TO TERRORISM
RISK INSURANCE ACT - REJECTION OF OFFER**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM
SAFEPAK® UMBRELLA LIABILITY COVERAGE FORM
EXCESS LIABILITY

A. Rejection Of Offer

You have rejected the offer of terrorism coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act as an Act of Terrorism. An exclusion of terrorism losses has been made a part of this policy.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. **You have rejected this offer of coverage.**

This endorsement does not change any other provision of the policy.



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GAI 6455
(Ed. 01 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM
SAFEPAK® UMBRELLA LIABILITY COVERAGE FORM
EXCESS LIABILITY

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

A. This insurance does not apply to:

Terrorism

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism."

retary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "loss," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or "underlying insurance."

2. "**Certified act of terrorism**" means an act that is certified by the Secretary of the Treasury, in concurrence with the Sec-

- a. the act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement does not change any other provision of the policy.



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GAI 6650
(Ed. 03 03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR LIABILITY EXCLUSION

The following exclusion is added to **SECTION IV - EXCLUSIONS**:

This insurance does not apply to:

War

"Any injury or damage," however caused, arising, directly or indirectly, out of:

- (1) war, including undeclared or civil war; or
- (2) warlike action by military force, including action of hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

As used in this exclusion:

"Any injury or damage" means any injury or damage covered under any policy, Coverage Part, or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to "bodily injury," "property damage," "personal and advertising injury," "loss," "injury" or "environmental damage" as may be defined in any applicable policy, Coverage Part, or "underlying insurance."

This endorsement does not change any other provision of the policy.



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TAU 9628
(Ed. 01 98)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES - CANCELLATION AND NONRENEWAL

Section **VI. CONDITION, C. Cancellation** is deleted and the following condition is added to Section **VI - CONDITIONS**:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's representative in charge of the subject of the insurance, if applicable, written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, for any reason, at least 45 days prior to the effective date of cancellation.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

The following **CONDITION** is added and supersedes any provision to the contrary:

Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured's last mailing address known to us. We will mail or deliver these notices at least 45 days before the:
 - a. expiration of the policy; or
 - b. anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. the first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent, at least 20 days before the expiration date; or
- b. other coverage acceptable to the Insured has been procured prior to the expiration date of the policy.